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WISN-TV (Milwaukee, WI)

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# ELECTRONIC POLITICAL AND ISSUE ADVERTISING PUBLIC INSPECTION FILE CHECKLIST

This checklist must be completed for each federal, state, and local <u>political ad</u> or federal or state <u>issue</u> ad buy. These items must be placed in the station's Public Inspection File as soon as possible after they are available, and they must be maintained in the station's Public Inspection File for 2 years.

Cand	lidate/Issue	OF	BAMA /	D/H	PESILENT	
candi	at Dates (if one folder is used per idate, a separate checklist must be eleted for each flight)	10/	25/12	- 10/	31/12	
						<u>Initials</u>
1.	Executed Political/Issue Advertising Agreement (BPMHL-P3 or NAB PB-17	7)		Date:		
2.	Original contract showing requested time (when available)			Date:	10/23/12	æ
3.	Updated contracts as order changes.			Date:	10/29/12	De
1	Invoice of schedule as actually broadcas including amount of rebates given (exacdate, time, class of time and amount	ŧ,			10/31/12	De
	for each rebate), if any			Date:		
			Checkl	ist Com	pleted:	
		By:			F	
	•					
		Date:				

## CONTRACT

Contract Agreement Between: www.wisn.com

WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Greer Margolis Mitchell Burns 1010 Wisconsin Ave, Suite 800 Washington, DC 20007

Contract / Re	vision		Alt Order #	ŧ
966872	1		06389636	_
Estimate #				
2058				
~		<u>Ori</u>	iginal Date	/ Revision
				/ 10/23/12
Billing Cycle	Billing	Cal	endar	Cash/Trade
EOM/EOC	1 -			Cash
Station	Accour	nt E	xecutive	Sales Office
WISN	Will Hit	deb	randt	HRP -Washingt
Special Hand	ling			<u> </u>
<u>Demographic</u>				
Women 25-64	ļ			
	<u>Adverti</u>	ser	<u>Code</u>	Product Code
Agency Ref			Advertiser	Ref
	Billing Cycle EOM/EOC Station WISN Special Hand Demographic Women 25-64	Estimate # 2058  Billing Cycle Billing EOM/EOC Broade Station Accour WISN Will Hil Special Handling  Demographic Women 25-64  IDB# Adverti 9912856	Billing Cycle Billing Cale EOM/EOC Broadcast Station Account E WISN Will Hildeb Special Handling  Demographic Women 25-64  IDB# Advertiser 9912856	Estimate # 2058    Criginal Date

Spots/ \*Line Ch Start Date End Date Description Start/End Time Days Length Week Rate Type Spots Amount WISN 10/29/12 10/29/12 Dancing Prime Other :30 NM \$6,000,00 Preemptible with Notice Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 10/29/12 11/04/12 1----\$6,000.00 WISN 10/29/12 10/29/12 Mon 9-10p :30 NM \$3,500.00 Immediately Preemptible without Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1----1 \$3,500.00 WISN 10/30/12 10/30/12 **DanceResults** Tue 7-8p :30 NM 1 \$6,000.00 Preemptible with Notice Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 10/29/12 11/04/12 -1----\$6,000.00 WISN 10/30/12 10/30/12 Private Tue 9-10p :30 NM \$4,000.00 Preemptible with Notice Start Date Spots/Week End Date Weekdays Week: 10/29/12 11/04/12 -1----\$4,000.00 WISN 10/31/12 Middle/Neighbor 10/31/12 Wed 7-8p :30 NM 1 \$4,000.00 Preemptible with Notice Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 10/29/12 11/04/12 --1----\$4,000.00 WISN 10/31/12 10/31/12 Modern/Suburg Wed 8-9p :30 NM \$8,500.00 Preemptible with Notice Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 10/29/12 11/04/12 --1---1 \$8,500.00 WISN 10/31/12 10/31/12 Nashville Wed 9-10p :30 NM 1 \$4,500.00 Preemptible with Notice Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 \$4,500.00 WISN 10/25/12 10/25/12 LastResort Thu 7-8p :30 NM \$2,225,00 1 Preemptible with Notice Start Date End Date Weekdays Spots/Week <u>Rate</u>

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithslanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise



	Contract / Revision 966872 /	Alt Order # 06389636	
Contract Dates	Product	Estimate #	_
10/25/12 - 10/31/12	OBAMA 4 AMER *SK	FD2058	

Advertiser	Original Date / Revision
Obama/D/President	10/23/12 / 10/23/12

		Spots/		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1         1	<u>Rate</u> \$2,225.00			
N 9 WISN 10/25/12 10/25/12 Greys	Thu 8-9p	:30	NM 1	\$7,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	<u>Rate</u> \$7,500.00			·
N 10 WISN 10/25/12 10/25/12 Scandal	Thu 9-10p	:30	NM 1	\$4,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	<u>Rate</u> \$4,500.00			
N 11 WISN 10/26/12 10/26/12 2020	Fri 9-10p	:30	NM 1	\$2,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	<u>Rate</u> \$2,500.00			·
N 12 WISN 10/28/12 10/28/12 AFHV	Sun 6-7p	:30	NM 1	\$2,500.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/121 1	<u>Rate</u> \$2,500.00			
N 13 WISN 10/28/12 10/28/12 Once	Sun 7-8p	:30	NM 1	\$4,000.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/121 1	<u>Rate</u> \$4,000.00			
N 14 WISN 10/28/12 10/28/12 ParkAve	Sun 9-10p	:30	NM 1	\$2,800.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	<u>Rate</u> \$2,800.00			
N 15 WISN 10/25/12 10/28/12 Late News 10PM	10-1030p	:30	NM 3	\$5,400.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/12TFSS 3	<u>Rate</u> \$1,800.00			
N 16 WISN 10/28/12 10/28/12 Late News 10pm	10p-1030p	:30	NM 1	\$1,600.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	<u>Rate</u> \$1,600.00			
N 17 WISN 10/25/12 10/26/12 Jimmy Kimmel	1130-1230a / 11P-	:30	NM 1	\$25.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12TF 1	<u>Rate</u> \$25.00			
N 18 WISN 10/25/12 10/26/12 ET M-F	1230a-1a	:30	NM 1	\$25.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/12TF 1	<u>Rate</u> \$25.00			
N 19 WISN 10/27/12 10/27/12 INSIDE THE HUDDLE	INSIDE HUD 1035	:30	NM 1	\$125.00
Immediately Preemptible without Notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/121 1	<u>Rate</u> \$125.00			
N 20 WISN 10/27/12 10/27/12 Entertainment Tonite Weeke Immediately Preemptible without Notice	erET Weekend	:30	NM 1	\$20.00

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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Contract / Revision Alt Order # 966872 06389636 Contract Dates Product Estimate # 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058

<u>Advertiser</u> Original Date / Revision 10/23/12 / 10/23/12 Obama/D/President

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type Spots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week:         10/22/12         10/28/12        1-         1	<u>Rate</u> \$20.00	, and a second s	турс орока	Amount
N 21 WISN 10/28/12 10/28/12 Upfront	11-1130p	:30	NM 1	
Immediately Preemptible without Notice Start Date End Date Weekdays Spots/Week	_	.30	NM 1	\$125.00
Week: 10/22/12 10/28/121 1	Rate \$125.00		1	
N 22 WISN 10/27/12 10/27/12 BADGER v. MICHIGAN	230p-6p	:30	NM 1	\$10,000.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	<u>Rate</u> \$10,000.00			
N 23 WISN 10/27/12 10/27/12 News Sa BADGER	6-630pm	:30	NM 1	\$1,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	Rate \$1,500.00			Ψ1,500.00
N 24 WISN 10/27/12 10/27/12 BIG 12 SPORTS SAT BADG	31630-7p, 6-630p	:30	NM 1	\$800.00
Immediately Preemptible without Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121- 1	<u>Rate</u> \$800.00			4000.00
N 25 WISN 10/27/12 10/27/12 ABC Prime College Footbal	7-1030p	:30	NM 1	\$1,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121- 1	<u>Rate</u> \$1,500.00			01,000.00
N 26 WISN 10/29/12 10/31/12 News M-F 5a	5-6A	:30	NM 3	\$900.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$300.00			<b>\$300.00</b>
N 27 WISN 10/29/12 10/31/12 News M-F 6a	6-7A	:30	NM 3	\$2,250.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$750.00			¥=1200.00
N 28 WISN 10/29/12 10/31/12 Good Morning America	7-9a	:30	NM 6	\$5,100.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 6	<u>Rate</u> \$850.00		· · · · · ·	Ψ3,100.00
N 29 WISN 10/29/12 10/31/12 News M-F 430a	430-5a	:30	NM 2	\$80.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$40.00			Ψ60.00
N 30 WISN 10/29/12 10/31/12 LIVE WITH KELLY & MICHA	9-10am	:30	NM 3	\$1,050.00
Preemptible with Notice Start Date End Date Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$350.00		, J	\$1,030.00
	10-11am	:30	NM 3	\$2,100.00
Preemptible with Notice Start Date End Date Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$700.00			J., 100.00
	M-F 11A-12P	:30	NM 3	\$600.00
Preemptible with Notice				Ψ000.00

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Hearst lelevision inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

\$50.00



Immediately Preemptible without Notice

Contract / Revision Alt Order # 966872 06389636 Product Contract Dates Estimate# 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058

<u>Advertiser</u> Original Date / Revision 10/23/12 / 10/23/12 Obama/D/President

Spots/ Ch Start Date End Date Description Start/End Time Days Length Week Rate Type Spots Amount Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 MTW----3 \$200.00 N 33 WISN 10/29/12 THE CHEW 10/31/12 12P-1P :30 NM 3 \$900.00 Preemptible with Notice Start Date End Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 MTW----\$300.00 3 34 WISN 10/29/12 10/31/12 General Hospital 1-2p :30 NM 3 \$900.00 Preemptible with Notice Start Date Weekdays End Date Spots/Week Rate Week: 10/29/12 11/04/12 MTW----3 \$300.00 35 WISN 10/29/12 10/31/12 KATIE COURIC M-F 2-3P :30 NM 3 \$900.00 Preemptible with Notice Weekdays Start Date End Date Spots/Week Rate Week: 10/29/12 11/04/12 MTW----3 \$300.00 36 WISN 10/29/12 10/31/12 3-4n 3-4p :30 NM 3 \$1,500.00 Preemptible with Notice Start Date End Date **Weekdays** Spots/Week Week: 10/29/12 11/04/12 MTW----3 \$500.00 37 WISN 10/29/12 10/31/12 DR. OZ 4P-5P :30 NM 3 \$1,500.00 Preemptible with Notice Start Date End Date Spots/Week Weekdays 1 Rate Week: 10/29/12 11/04/12 MTW----\$500.00 3 38 WISN 10/29/12 10/31/12 News M-F 5p 5-530pm :30 NM 3 \$2,400.00 Preemptible with Notice Start Date Weekdays End Date Spots/Week Rate Week: 10/29/12 11/04/12 \$800.00 39 WISN 10/29/12 10/31/12 News M-F 6p 6-630pm ·30 NM 3 \$3,600.00 Preemptible with Notice Start Date End Date <u>Weekdays</u> Spots/Week Rate Week: 10/29/12 11/04/12 \$1,200.00 MTW----10/31/12 40 WISN 10/29/12 Entertainment Tonight 630p-7pm :30 NM 2 \$2,800,00 Preemptible with Notice End Date Start Date Weekdays Spots/Week Rate Week: 10/29/12 11/04/12 MTW----2 \$1,400.00 41 WISN 10/29/12 10/31/12 Late News 10PM 10-1030p :30 ΝN \$3,600.00 Preemptible with Notice Start Date End Date Spots/Week Weekdays Rate Week: 10/29/12 11/04/12 MTW----\$1,800.00 2 42 WISN 10/29/12 10/31/12 Late News 1030PM 1030p-11p :30 NM 2 \$2,000.00 Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW----\$1,000.00 2 N 43 WISN 10/29/12 10/31/12 Nightline 11p-1130p / 12-120 :30 NM \$1,200.00 Preemptible with Notice Start Date End Date **Weekdays** Spots/Week Week: 10/29/12 11/04/12 MTW----2 \$600.00 N 44 WISN 10/29/12 10/31/12 Jimmy Kimmel 1130-1230a / 11P-:30 NM 2

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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



	Contract / Revision 966872 /	Alt Order # 06389636
Contract Dates 10/25/12 - 10/31/12	Product OBAMA 4 AMER *S	Estimate # SKED 2058
Advertiser Ohama/D/Prosident		Original Date / Revision

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type	Spots	Amount
Start Date         End Date         Weekdays         Spots/           Week: 10/29/12         11/04/12         MTW         2	<u>Week</u> <u>Rate</u> \$25.00				
N 45 WISN 10/29/12 10/31/12 ET M-F Immediately Preemptible without Notice	1230a-1a	:30	NM	2	\$50.00
Start Date         End Date         Weekdays         Spots/           Week: 10/29/12         11/04/12         MTW         2	<u>Neek</u> <u>Rate</u> \$25.00				
		Totals		83	\$117,125.00

Time Period	# of Spots	Gross Amount	Net Amount	
10/01/12 -10/28/12	20	\$47,145.00	\$40,073.25	
10/29/12 -10/31/12	63	\$69,980.00	\$59,483.00	
Totals	83	\$117,125.00	\$99,556.25	

Signature:	Date:	
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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

# TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### 1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### 3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

#### 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

#### FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory 6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

#### 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf hold harmless Agency and Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The Indemnitee shall promptly notify and cooperate with the indemnitor with respect to any

#### 8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

#### 9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

materials and other property furnish connection with broadcasts except	The station shall exercise normal precautions in handling of ned by the Agency in connection with broadcasts hereunder. after its prior approval.	f property and mail, but assumes no liability for loss or damage to program or commercial The Station will not accept or process mail, correspondence, or telephone calls in
(c) on all billings hereunder. However	Agency is acting as agent for a disclosed principal (i.e., the	Advertiser named on the face hereof) and Agency will act as agent for making payment

Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof hereunder (excluding advertising agency commissions), but only to the extent that Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station Advertiser has theretofore made payment to the Agency thereon, and to the extent that party monies which may be or become payable by Advertiser or Agency, or that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be falling to make payment on as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall allowed.

(d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face hereof.

(e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

# CONTRACT

Contract Agreement Between: WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

And:

Greer Margolis Mitchell Burns 1010 Wisconsin Ave, Suite 800 Washington, DC 20007

	Contract / Re	viole -		A11 0	
			Ī	Alt Order	<u>#</u>
	966872	/ 1	l	06389636	
Product					
OBAMA 4 AMER *SKED A	<b>\</b>				
Contract Dates	Estimate #				
10/25/12 - 10/31/12	2058				
<u>Advertiser</u>	<u> </u>		Orio	ginal Date	/ Revision
Obama/D/President			ľ	0/26/12	/ 10/26/12
	Billing Cycle	Billing	Cale	ndar	Cash/Trade
	EOM/EOC	Broado			Cash
	<u>Station</u>	Accour	nt Ex	ecutive	Sales Office
	WISN	Will Hil	debr	randt	HRP -Washingto
	Special Hand	ing			
	<u>Demographic</u>				
	Women 25-64				
	IDD7				
	<u>IDB#</u> 9912856	<u>Adverti</u>	ser (	Code	Product Code
	Agency Ref	<u> </u>	1	Advertiser	Ref

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Ra	ite Type Spots	A
1 WISN 10/29/12 10/29/12 Dancing Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1	Prime Other  Rate	:30	NM 1	Amount \$6,000.00
2 WISN 10/29/12 10/29/12 Castle  Immediately Preemptible without Notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 1 1	\$6,000.00 Mon 9-10p	:30	<b>NM</b> 1	\$3,500.00
3 WISN 10/30/12 10/30/12 DanceResults Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -1 1	\$3,500.00  Tue 7-8p  Rate \$6,000.00	:30	NM 1	\$6,000.00
4 WISN 10/30/12 10/30/12 Private  Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -1 1	Tue 9-10p  Rate \$4,000.00	:30	NM 1	\$4,000.00
5 WISN 10/31/12 10/31/12 Middle/Neighbor Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	Wed 7-8p  Rate \$4,000.00	:30	NM 1	\$4,000.00
6 WISN 10/31/12 10/31/12 Modern/Suburg Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	Wed 8-9p  Rate \$8,500.00	:30	NM 1	\$8,500.00
7 WISN 10/31/12 10/31/12 Nashville Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	Wed 9-10p  Rate \$4,500.00	:30	NM 1	\$4,500.00
8 WISN 10/25/12 10/25/12 LastResort Preemptible with Notice Start Date End Date Weekdays Spots/Week	Thu 7-8p  Rate	:30	NM 1	\$2,225.00

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to stallon the amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

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Hearst Television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

	Contract / Revision 966872 / 1	Alt Order # 06389636
Contract Dates 10/25/12 - 10/31/12	Product OBAMA 4 AMER *SK	Estimate # ED 2058
Advertiser	Or	ginal Date / Revision

	Oba	ma/D/President	10/26/12	2 / 10	0/26/12
*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Types	Snoto	Δ
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1         1	Rate	Tate	, ype (	spois	Amount
9 WISN 10/25/12 10/25/12 Greys	\$2,225.00 Thu 8-9p				
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	Rate \$7,500.00	:30	NM	1	\$7,500.00
10 WISN 10/25/12 10/25/12 Scandal	Thu 9-10p	:30			
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	Rate \$4,500.00	.50	NM	1	\$4,500.00
11 WISN 10/26/12 10/26/12 2020	Fri 9-10p	.20			
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/121 1	Rate \$2,500.00	:30	NM	1	\$2,500.00
12 WISN 10/28/12 10/28/12 AFHV	Sun 6-7p	:30	NM		
Preemptible with Notice  Start Date End Date Weekdays Week: 10/22/12 10/28/121 Spots/Week	<u>Rate</u> \$2,500.00		INIVI	1	\$2,500.00
13 WISN 10/28/12 10/28/12 Once	Sun 7-8p	:30	NM	4	
Preemptible with Notice Start Date End Date Weekdays Week: 10/22/12 10/28/121 Spots/Week	<u>Rate</u> \$4,000.00		14141	1	\$4,000.00
14 WISN 10/28/12 10/28/12 ParkAve	Sun 9-10p	:30			
Preemptible with Notice         Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1         1	<u>Rate</u> \$2,800.00	.30	MM	1	\$2,800.00
15 WISN 10/25/12 10/28/12 Late News 10PM	10-1030p	.20			
Preemptible with Notice Start Date End Date Weekdays Week: 10/22/12 10/28/12TFSS 3	<u>Rate</u> \$1,800.00	:30	NM	3	\$5,400.00
16 WISN 10/28/12 10/28/12 Late News 10pm	10p-1030p				
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/22/12	<u>Rate</u>	:30	NM	1	\$1,600.00
17 MICH 10/25/42 40/20/4	\$1,600.00				
Preemptible with Notice Start Date End Date Weekdays Spots Meck	1130-1230a / 11P-	:30	NM	1	\$25.00
Week: 10/22/12 10/28/12TF 1	<u>Rate</u> \$25.00				
Preemptible with Notice	1230a-1a	:30	NM	1	\$25.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12TF 1	<u>Rate</u> \$25.00				
Immediately Preemptible without Notice	INSIDE HUD 1035	:30	NM	1	\$125.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/121- 1	<u>Rate</u> \$125.00				
20 WISN 10/27/12 10/27/12 Entertainment Tonite Weekerl Immediately Preemptible without Notice	ET Weekend	:30	NM	1	\$20.00

(\* Line Transactions: N = New, E = Edited, D = Deleted)

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Hearst television inc. does not discriminate in the sale of advertising time, and will accent no advertising which is placed with no ideal to discriminate or the horizontal state of advertising time.

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10/26/12

/ 10/26/12



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

Contract / Revision Alt Order# 966872 / 1 06389636 Contract Dates Product Estimate # 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058 Advertiser Original Date / Revision

*Line Ch Start Date End Date Description  Start Date End Date Weekdays Spots Allock	Start/End Time	Days	Spots/ Length Week	Rate	Type	Spots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1-         1	<u>Rate</u> \$20.00				7,1		Anount
21 WISN 10/28/12 10/28/12 Upfront	11-1130p	·	:30		NM		
Immediately Preemptible without Notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/121 1	<u>Rate</u> \$125.00		.00		IAIM	1	\$125.00
22 WISN 10/27/12 10/27/12 BADGER v. MICHIGAN	230p-6p		:30		NM	1	\$10,000.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/121- 1	<u>Rate</u> \$10,000.00					'	Ψ10,000.00
23 WISN 10/27/12 10/27/12 News Sa BADGER	6-630pm		:30		NM	1	\$1 F00 00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/121 1	<u>Rate</u> \$1,500.00				14141		\$1,500.00
24 WISN 10/27/12 10/27/12 BIG 12 SPORTS SAT BADO	G1630-7p, 6-630p		:30		NM	1	0000 00
Immediately Preemptible without Notice  Start Date End Date Weekdays Week: 10/22/12 10/28/121 1	<u>Rate</u> \$800.00				14151	ı	\$800.00
25 WISN 10/27/12 10/27/12 ABC Prime College Footbal	7-1030p		:30		NM	4	<b>*</b> 4 <b>**</b> =
Week: 10/22/12 with Notice  Start Date Weekdays 10/28/12 Usekdays1 Spots/Week	Rate \$1,500.00		.00		ININ	1	\$1,500.00
26 WISN 10/29/12 10/31/12 News M-F 5a	5-6A		:30		NM	3	P0.00 00
Preemptible with Notice Start Date End Date Weekdays Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$300.00				14(0)	3	\$900.00
27 WISN 10/29/12 10/31/12 News M-F 6a	6-7A		:30		NM	2	00 454
Preemptible with Notice Start Date End Date Weekdays Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$750.00		.00		14151	3	\$2,250.00
28 WISN 10/29/12 10/31/12 Good Morning America	7-9a	·	:30		ND 4	_	
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 6	<u>Rate</u> \$850.00		.50		NM	6	\$5,100.00
29 WISN 10/29/12 10/31/12 News M-F 430a	430-5a		:30		NM	•	<b>A.</b>
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$40.00				MIVI	2	\$80.00
30 WISN 10/29/12 10/31/12 LIVE WITH KELLY & MICHA	9-10am		:30		NIN A		
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$350.00		.00		MM	3	\$1,050.00
31 WISN 10/29/12 10/31/12 The View	10-11am		:30		NR4	^	00.455
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$700.00				NM	3	\$2,100.00
32 WISN 10/29/12 10/31/12 ANDERSON COOPER	M-F 11A-12P		:30		NM	3	8800.00
Preemptible with Notice						J	\$600.00

Obama/D/President

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Notwithslanding to whom bills are rendered, advertiser, agency and service, jointly and service, lostly and service, as everally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

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10/26/12 / 10/26/12



WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

Contract / Revision Alt Order# 966872 7 1 06389636 Contract Dates Product Estimate # 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058 Advertiser Original Date / Revision

	-050	amorba tesident	10/20/12	7 1	3/20/12
*Line Ch Start Date End Date Description	Cto+/F1 Tt	Spots/			
Start Date End Date Weekdays Spots/Week	Start/End Time Rate	Days Length Week Rate	Type S <sub>i</sub>	oots	Amount
Week: 10/29/12 11/04/12 MTW 3	\$200.00				
33 WISN 10/29/12 10/31/12 THE CHEW	12P-1P	:30	NM	3	\$900.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 MTW 3	Rate		13.31	3	\$900.00
34 WISN 10/29/12 10/31/12 General Hospital	\$300.00				
Preemptible with Notice	1-2p	:30	NM	3	\$900.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MTW         3	<u>Rate</u> \$300.00				
35 WISN 10/29/12 10/31/12 KATIE COURIC	M-F 2-3P	:30	NM	3	\$900.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$300.00				Ψ300.00
36 WISN 10/29/12 10/31/12 3-4p	3-4p	:30	- NINA	_	<b>.</b>
Preemptible with Notice	,-	.50	NM	3	\$1,500.00
Start Date         End Date         Weekdays         Spots/Week           Week:         10/29/12         11/04/12         MTW         3	<u>Rate</u> \$500.00				
37 WISN 10/29/12 10/31/12 DR. OZ Preemptible with Notice	4P-5P	:30	NM	3	\$1,500.00
Week: 10/29/12 11/04/12 Weekdays Spots/Week	<u>Rate</u> \$500.00				
38 WISN 10/29/12 10/31/12 News M-F 5p	5-530pm	:30	NINA	_	
Preemptible with Notice Start Date End Date Week: 10/29/12 11/04/12 MTW 3  Spots/Week	<u>Rate</u> \$800.00	.50	NM	3	\$2,400.00
39 WISN 10/29/12 10/31/12 News M-F 6p	6-630pm	:30	NM		
Preemptible with Notice Start Date End Date Weekdays Spote Meek	·	.00	IAIAE	3	\$3,600.00
Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$1,200.00				
40 WISN 10/29/12 10/31/12 Entertainment Tonight Preemptible with Notice	630p-7pm	:30	NM	2	\$2,800.00
Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$1,400.00				
41 WISN 10/29/12 10/31/12 Late News 10PM	10-1030p	:30	NING	•	
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MTW         2	Rate	.00	NM	2	\$3,600.00
42 WISN 10/29/12 10/31/12 Late News 1030PM	\$1,800.00				
Preemptible with Notice	1030p-11p	:30	NM	2	\$2,000.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MTW         2	<u>Rate</u> \$1,000.00				
43 WISN 10/29/12 10/31/12 Nightline	11p-1130p / 12-123	:30	NM	2	\$1,200.00
Preemptible with Notice Start Date End Date Weekdays Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$600.00		- //	-	Ψ1 <sub>1</sub> 200.00
44 WISN 10/29/12 10/31/12 Jimmy Kimmel	1130-1230a / 11P-	:30	NIK #	•	
Immediately Preemptible without Notice		.00	NM	2	\$50.00

Obama/D/President

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	<u>Contract / Revision</u> <u>Alt Order #</u> 966872 / 1 06389636
<u>Contract Dates</u> 10/25/12 - 10/31/12	Product Estimate # OBAMA 4 AMER *SKED 2058
Advertiser Obama/D/President	Original Date / Revision 10/26/12 / 10/26/12

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Tyne	Spots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MTW         2	<u>Rate</u> \$25.00		, , pc	Opoto	Amount
45 WISN 10/29/12 10/31/12 ET M-F Immediately Preemptible without Notice	1230a-1a	:30	NM	2	\$50.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MTW         2	<u>Rate</u> \$25.00				
46 WISN 10/30/12 10/31/12 DWTS Results Show Class of Time - Pre-emptible with notice	Tue 7-8p	:30	NM	1	\$6,000.00
Start DateEnd DateWeekdaysSpots/WeekWeek: 10/29/1211/04/12-T1	<u>Rate</u> \$6,000.00				
		Totals		84	\$123,125.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/28/12	20	\$47,145.00	\$40,073,25
10/29/12 -10/31/12	64	\$75,980.00	\$64,583.00
Totals	84	\$123,125.00	\$104,656.25

Signature: _	Date:	

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# TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- Paragraph 7. Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and

#### OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisty the "reasonable access" and/or "equal opportunity" requirements for certain broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable to the omitted broadcast shall be waived; (ii) if a material foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

#### 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notity Agency of such cancellation as rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

#### 5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory 6.

AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

#### 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnity and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notity and cooperate with the indemnitor with respect to any

#### 8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specitying or limiting either Agency's or Station's remedies for breach.

#### 9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b) materials and other property furni connection with broadcasts excep	The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial ed by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in
(0)	A

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

### Contract Agreement Between: CONTRACT WISN TV 759 N. 19th Street Milwaukee, WI 53233

And:

Greer Margolis Mitchell Burns 1010 Wisconsin Ave, Suite 800 Washington, DC 20007

(414)342-8812

Contract / Revision Alt Drder# 966872 06389636 Product DBAMA 4 AMER \*SKED A Contract Dates Estimate # 10/25/12 - 10/31/12 2058 <u>Advertiser</u> Original Date / Revision Obama/D/President 10/24/12 / 10/24/12 Billing Cycle Billing Calendar Cash/Trade EDM/EQC Broadcast Cash Station Account Executive Sales Office WISN Will Hildebrandt HRP -Washingt Special Handling Demographic Women 25-64 IDB# Advertiser Code Product Code 9912856 Agency Ref Advertiser Ref

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type Spots	Amount
1 WISN 10/29/12 10/29/12 Dancing Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1	Prime Dther <u>Rate</u> \$6,000.00	:30	NM 1	\$6,000.00
2 WISN 10/29/12 10/29/12 Castle Immediately Preemptible without Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1	Mon 9-10p <u>Rate</u> \$3,500.00	:30	NM 1	\$3,500.00
3 WISN 10/30/12 10/30/12 DanceResults  Preemptible with Notice  Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -1 1	Tue 7-8p <u>Rate</u> \$6,000.00	:30	NM 1	\$6,000.00
4 WISN 10/30/12 10/30/12 Private  Preemptible with Notice  Start Date	Tue 9-10p <u>Rate</u> \$4,000.00	:30	NM 1	\$4,000.00
5 WISN 10/31/12 10/31/12 Middle/Neighbor Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	Wed 7-8p <u>Rate</u> \$4,000.00	:30	NM 1	\$4,000.00
6 WISN 10/31/12 10/31/12 Modern/Suburg Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	Wed 8-9p <u>Rate</u> \$8,500.00	:30	NM 1	\$8,500.00
7 WISN 10/31/12 10/31/12 Nashville Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	Wed 9-10p <u>Rate</u> \$4,500.00	:30	NM 1	\$4,500.00
8 WISN 10/25/12 10/25/12 LastResort Preemptible with Notice Start Date End Date Weekdays Spots/Week	Thu 7-8p <u>Rate</u>	:30	<b>NM</b> 1	\$2,225.00

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or appropriate inserting orders appropriate inserting and service and specified with the above forms and specified printed to the payment of the payme perfined in foliable payment to station. Payment by advantage to agency of to service of permitted by the above lerms and conditions. Four weeks advance cancellation notice is required unless otherwise on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above lerms and conditions. Four weeks advance cancellation notice is required unless otherwise



Contract / Revision Alt Order# 966872 06389636 Contract Dates Product Estimate # 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058

Advertiser Original Date / Revision 10/24/12 / 10/24/12 Obama/D/President

		Spots/		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spots	Amount
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/121 1	Rate			
	\$2,225.00			
9 WISN 10/25/12 10/25/12 Greys Preemptible with Notice	Thu 8-9p	:30	NM 1	\$7,500.00
Start Date End Date Weekdays Spots/Week	Rate			
Week: 10/22/12 10/28/121 1	\$7,500.00			
10 WISN 10/25/12 10/25/12 Scandal	Thu 9-10p	:30	NM 1	\$4,500.00
Preemptible with Notice				, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/121 1	<u>Rate</u> \$4,500.00			
11 WISN 10/26/12 10/26/12 2020	Fri 9-10p	.20		
Preemptible with Notice	r119-10p	:30	NM 1	\$2,500.00
Start Date End Date Weekdays Spots/Week	Rate			
Week: 10/22/12 10/28/121 1	\$2,500.00			
12 WISN 10/28/12 10/28/12 AFHV	Sun 6-7p	:30	NM 1	\$2,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week	Б.			
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/121 1	<u>Rate</u> \$2,500.00			
13 WISN 10/28/12 10/28/12 Once	Sun 7-8p	:30	NM 1	£4.000.00
Preemptible with Notice		.00	14101	\$4,000.00
Start Date End Date Weekdays Spots/Week	<u>Rate</u>			
Week: 10/22/12 10/28/121 1	\$4,000.00			
14 WISN 10/28/12 10/28/12 ParkAve	Sun 9-10p	:30	NM 1	\$2,800.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week	Rate			
Week: 10/22/12 10/28/121 1	\$2,800.00			
15 WISN 10/25/12 10/28/12 Late News 10PM	10-1030p	:30	NM 3	\$5,400.00
Preemptible with Notice	·			ΨΟ, -700.00
Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/12TFSS 3	Rate			
	\$1,800.00			
16 WISN 10/28/12 10/28/12 Late News 10pm Preemptible with Notice	10p-1030p	:30	NM 1	\$1,600.00
Start Date End Date Weekdays Spots/Week	Rate			
Week: 10/22/12 10/28/121 1	\$1,60 <u>0.00</u>			
17 WISN 10/25/12 10/26/12 Jimmy Kimmel	1130-1230a / 11P-	. :30	NM 1	\$25.00
Preemptible with Notice				
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/22/12 10/28/12TF 1	<u>Rate</u> \$25.00			
18 WISN 10/25/12 10/26/12 ET M-F	1230a-1a	.20		
Preemptible with Notice	12304-14	:30	NM 1	\$25.00
Start Date End Date Weekdays Spots/Week	<u>Rate</u>			
Week: 10/22/12 10/28/12TF 1	\$25.00			
19 WISN 10/27/12 10/27/12 INSIDE THE HUDDLE	INSIDE HUD 1035	1 :30	NM 1	\$125.00
Immediately Preemptible without Notice Start Date End Date Weekdays Spots/Week	D-1-			
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1-         1	<u>Rate</u> \$125.00			
20 WISN 10/27/12 10/27/12 Entertainment Tonite Week		:30	NM 1	ድኃብ ብድ
Immediately Preemptible without Notice		.50	LATAL	\$20.00
			В	

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Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



Contract / Revision Alt Order# 966872 06389636 Contract Dates Product Estimate #

10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED2058

Advertiser Original Date / Revision Obama/D/President 10/24/12 / 10/24/12

*Line Ob Obert Date E d D L D L 1		Spots/		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	TypeSpots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/22/12         10/28/12        1-         1	<u>Rate</u> \$20.00		····	
21 WISN 10/28/12 10/28/12 Upfront	11-1130p	:30	NM 1	\$125.00
Immediately Preemptible without Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121 1	<u>Rate</u> \$125.00			**=****
22 WISN 10/27/12 10/27/12 BADGER v. MICHIGAN	230p-6p	:30	NM 1	\$10,000.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121- 1	<u>Rate</u> \$10,000.00			,
23 WISN 10/27/12 10/27/12 News Sa BADGER	6-630pm	:30	NM 1	\$1,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/22/12 10/28/121- 1	<u>Rate</u> \$1,500.00			, ,
24 WISN 10/27/12 10/27/12 BIG 12 SPORTS SAT BAD	Gi630-7p, 6-630p	:30	NM 1	\$800.00
Immediately Preemptible without Notice  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/121- 1	<u>Rate</u> \$800.00			
25 WISN 10/27/12 10/27/12 ABC Prime College Footbal	7-1030p	:30	NM 1	\$1,500.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/22/12 10/28/121- 1	<u>Rate</u> \$1,500.00			
26 WISN 10/29/12 10/31/12 News M-F 5a	5-6A	:30	NM 3	\$900.00
Preemptible with Notice Start Date End Date Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$300.00			
27 WISN 10/29/12 10/31/12 News M-F 6a	6-7A	:30	NM 3	\$2,250.00
Preemptible with Notice Start Date End Date Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$750.00			
28 WISN 10/29/12 10/31/12 Good Morning America	7-9a	:30	NM 6	\$5,100.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 6	<u>Rate</u> \$850.00			
29 WISN 10/29/12 10/31/12 News M-F 430a	430-5a	:30	NM 2	\$80.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$40.00			
30 WISN 10/29/12 10/31/12 LIVE WITH KELLY & MICH	A 9-10am	:30	NM 3	\$1,050.00
Preemptible with Notice Start Date End Date Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$350.00			•
31 WISN 10/29/12 10/31/12 The View	10- <b>1</b> 1am	:30	NM 3	\$2,100.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$700.00			
32 WISN 10/29/12 10/31/12 ANDERSON COOPER	M-F 11A-12P	:30	NM 3	\$600.00
Preemptible with Notice			I	

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Contract / Revision Alt Order # 966872 06389636 Product Estimate #

Contract Dates 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058

Advertiser Original Date / Revision 10/24/12 / 10/24/12 Obama/D/President

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week	Rate Type	Spots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MTW         3	<u>Rate</u> \$200.00				
33 WISN 10/29/12 10/31/12 THE CHEW	12P-1P	:30	NM	3	\$900.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$300.00				
34 WISN 10/29/12 10/31/12 General Hospital	1-2p	:30	NM	3	\$900.00
Preemptible with Notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$300.00		14141	J	\$900.00
35 WISN 10/29/12 10/31/12 KATIE COURIC	M-F 2-3P	:30	NM	3	\$900.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3					\$300.00
36 WISN 10/29/12 10/31/12 3-4p	3-4p	:30	NM	3	\$1,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$500.00				
37 WISN 10/29/12 10/31/12 DR. OZ	4P-5P	:30	NM	3	\$1,500.00
Preemptible with Notice  Start Date End Date Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$500.00				
38 WISN 10/29/12 10/31/12 News M-F 5p	5-530pm	:30	NM	3	\$2,400.00
Preemptible with Notice  Start Date End Date Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$800.00				
39 WISN 10/29/12 10/31/12 News M-F 6p	6-630pm	:30	NM	3	\$3,600.00
Preemptible with Notice Start Date End Date Week: 10/29/12 11/04/12 MTW 3	<u>Rate</u> \$1,200.00				
40 WISN 10/29/12 10/31/12 Entertainment Tonight	630p-7pm	:30	NM	2	\$2,800.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$1,400.00				
41 WISN 10/29/12 10/31/12 Late News 10PM	10-1030p	:30	NM	2	\$3,600.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$1,800.00				
42 WISN 10/29/12 10/31/12 Late News 1030PM	1030p- <b>1</b> 1p	:30	NM	2	\$2,000.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$1,000.00				
43 WISN 10/29/12 10/31/12 Nightline	11p-1130p / 12-12	:30	NM	2	\$1,200.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$600.00				
44 WISN 10/29/12 10/31/12 Jimmy Kimmel	1130-1230a / 11P-	:30	NM	2	\$50.00
Immediately Preemptible without Notice					

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10/24/12 / 10/24/12



	Contract / Revision 966872 /	Alt Order # 06389636	
Contract Dates 10/25/12 - 10/31/12	Product OBAMA 4 AMER *SKI	Estimate #	7
<u>Advertiser</u>		ginal Date / Revision	_

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Types	Spots	Amount
Start DateEnd DateWeekdaysSpots/WeekWeek: 10/29/1211/04/12MTW2	<u>Rate</u> \$25.00				
45 WISN 10/29/12 10/31/12 ET M-F Immediately Preemptible without Notice	1230a-1a	:30	NM	2	\$50.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         MTW         2	<u>Rate</u> \$25.00				
N 46 WISN 10/30/12 10/31/12 DWTS Results Show Class of Time - Pre-emptible with notice	Tue 7-8p	:30	NM	1	\$6,000.00
Start Date         End Date         Weekdays         Spots/Week           Week: 10/29/12         11/04/12         -T         1	<u>Rate</u> \$6,000.00				
		Totals		84	\$123,125.00

Obama/D/President

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/28/12	20	\$47,145.00	\$40,073.25
10/29/12 -10/31/12	64	\$75,980.00	\$64,583.00
Totals	84	\$123,125.00	\$104,656.25

Signature:	 	 	Date:	

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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station line amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

# TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### 1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the involce.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### 3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

#### 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

#### 5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

#### AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

#### 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

#### 8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

#### 9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b) The Station shall exercise normal precautions in handling of	property and mail, but assumes no liability for loss or damage to program or commercia
materials and other property familiared by the Agency in connection with proadcasts neretinger.	The Station will not accept or process mail, correspondence, or telephone collection
connection with broadcasts except after its prior approval.	The second control of process man, concepting on the priorite cans in

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so apply to the media buying service, all references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]



And:

Greer Margolis Mitchell Burns 1010 Wisconsin Ave, Suite 800 Washington, DC 20007

CONTRACT

Contract / Revision Alt Order# 06389636 966872 Product OBAMA 4 AMER \*SKED A Contract Dates Estimate # 10/25/12 - 10/31/12 2058 Advertiser Original Date / Revision Obama/D/President 10/30/12 / 10/30/12 Billing Cycle Billing Calendar Cash/Trade EOM/EOC Broadcast Cash Station Account Executive Sales Office WISN Will Hildebrandt HRP -Washingto Special Handling Demographic Women 25-64 IDB# Advertiser Code Product Code 9912856 Agency Ref Advertiser Ref

Print Date 10/30/12

Snots/

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week	Rate Type S	Spots	Amount
1 WISN 10/29/12 10/29/12 Dancing	Prime Other	:30	NM	1	\$6,000.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1	<u>Rate</u> \$6,000.00				
2 WISN 10/29/12 10/29/12 Castle	Mon 9-10p	:30	NM	1	\$3,500.00
Immediately Preemptible without Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 1 1	<u>Rate</u> \$3,500.00				·
3 WISN 10/30/12 10/30/12 DanceResults	Tue 7-8p	:30	NM	1	\$6,000.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -1 1	<u>Rate</u> \$6,000.00				
4 WISN 10/30/12 10/30/12 Private	Tue 9-10p	:30	NM	1	\$4,000.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 -1 1	<u>Rate</u> \$4,000.00				
5 WISN 10/31/12 10/31/12 Middle/Neighbor	Wed 7-8p	:30	NM	1	\$4,000.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	<u>Rate</u> \$4,000.00				
6 WISN 10/31/12 10/31/12 Modern/Suburg	Wed 8-9p	:30	NM	1	\$8,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	<u>Rate</u> \$8,500.00				
7 WISN 10/31/12 10/31/12 Nashville	Wed 9-10p	:30	NM	1	\$4,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/121 1	<u>Rate</u> \$4,500.00				
8 WISN 10/25/12 10/25/12 LastResort	Thu 7-8p	:30	NM	1	\$2,225.00
Preemptible with Notice Start Date End Date Weekdays Spots/Week	<u>Rate</u>				

(\* Line Transactions: N = New, E = Edited, D = Deleted)

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Start Date End Date

10/28/12

Immediately Preemptible without Notice

Week: 10/22/12

19 WISN 10/27/12

Weekdays

10/27/12 INSIDE THE HUDDLE

---TF--

Spots/Week

WISN TV 759 N. 19th Street Milwaukee, WI 53233 (414)342-8812

Contract / Revision Alt Order# 966872 06389636 Product Estimate #

**Contract Dates** 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058

<u>Advertiser</u> Original Date / Revision 10/30/12 Obama/D/President / 10/30/12

*Line Ch Start Date End Date Description	Start/End Time	Spots/	Data Time C		A 1
Start Date End Date Weekdays Spots/We		Days Length Week	Rate TypeS	pots	Amount
Week: 10/22/12 10/28/121 1	\$2,225.00				
9 WISN 10/25/12 10/25/12 Greys	Thu 8-9p	:30	NM	1	\$7,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/We Week: 10/22/12 10/28/121 1	eek <u>Rate</u> \$7,500.00				
10 WISN 10/25/12 10/25/12 Scandal	Thu 9-10p	:30	NM	1	\$4,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/We Week: 10/22/12 10/28/121 1	<u>eek</u> <u>Rate</u> \$4,500.00				
11 WISN 10/26/12 10/26/12 2020	Fri 9-10p	:30	NM	1	\$2,500.00
Preemptible with Notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/We</u> Week: 10/22/12 10/28/121 1	<u>eek</u> <u>Rate</u> \$2,500.00				
12 WISN 10/28/12 10/28/12 AFHV	Sun 6-7p	:30	NM	1	\$2,500.00
Preemptible with Notice Start Date End Date Weekdays Spots/We Week: 10/22/12 10/28/121 1	<u>eek</u> <u>Rate</u> \$2,500.00				
13 WISN 10/28/12 10/28/12 Once	Sun 7-8p	:30	NM	1	\$4,000.00
Preemptible with Notice Start Date End Date Weekdays Spots/We Week: 10/22/12 10/28/121 1	<u>eek</u> <u>Rate</u> \$4,000.00				
14 WISN 10/28/12 10/28/12 ParkAve	Sun 9-10p	:30	NM	1	\$2,800.00
Preemptible with Notice Start Date End Date Weekdays Spots/We Week: 10/22/12 10/28/121 1	<u>eek</u> <u>Rate</u> \$2,800.00				
E 15 WISN 10/25/12 10/28/12 Late News 10PM	10-1030p	:30	NM	3	\$5,400.00
Preemptible with Notice Start Date End Date Weekdays Spots/We Week: 10/22/12 10/28/12TFSS 3	\$1,800.00				
Spot Ch Date Range Description 2 W/SN 10/22/12-10/28/12 Late News 10PM	Start/End Time 10-1030p	Weekdays <u>Length</u> ThFSaSı :30 <del>\$1.</del>	<u>Rate Type</u> 800.00 NM		
See MG 15.4	10-1030p	1115331 .30 <del>\$1,</del>	8 <del>00.00</del> NM		
4 WISN 10/22/12-10/28/12 Late News 10pm  → MG for 15.2 10/28	10p-1030p	Si :30 \$1,	800.00 NM		
16 WISN 10/28/12 10/28/12 Late News 10pm	10p-1030p	:30	NM	1	\$1,600,00
Preemptible with Notice Start Date End Date Weekdays Spots/We Week: 10/22/12 10/28/121 1		,	11	'	Ψ1,000.00
17 WISN 10/25/12 10/26/12 Jimmy Kimmel	1130-1230a / 11F	p <sub>-</sub> · :30	······································	1	\$25.00
Preemptible with Notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/We</u> Week: 10/22/12 10/28/12TF 1			1377	ı	φ <b>2</b> 5.00
18 WISN 10/25/12 10/26/12 ET M-F	1230a-1a	:30	NM	1	\$25.00
Preemptible with Notice	nole Data				

(\* Line Transactions: N = New, E = Edited, D = Deleted)

:30

NM

\$125.00

Rate

INSIDE HUD 1035

\$25.00

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Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



Contract / Revision Alt Order # 966872 - / 06389636

Contract Dates Product Estimate# 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058

Advertiser Original Date / Revision Dbama/D/President 10/30/12 / 10/30/12

		Spo			
*Line Ch Start Date End Date Description	Start/End Tim	e Days Length We	ek Rate <b>T</b> ype	Spots	Amount
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Sp</u> Week: 10/22/12 10/28/121-	ots/Week Rate 1 \$125.00				
20 WISN 10/27/12 10/27/12 Entertainment To		:30	NM	1	00.00
Immediately Preemptible without Notice	TIME TYCCKOTE I TYCCKOTA	.50	INIVI	1 '	\$20.00
	<u>ots/Week</u> <u>Rate</u> 1 \$20.00				
21 WISN 10/28/12 10/28/12 Upfront	11-1130p	:30	NM	1 1	\$125.00
Immediately Preemptible without Notice Start Date End Date Weekdays Sp Week: 10/22/12 10/28/121	ots/Week <u>Rate</u> 1 \$125.00				
22 WISN 10/27/12 10/27/12 BADGER v. MIC	HIGAN 230p-6p	:30	NM	] 1	\$10,000.00
Preemptible with Notice Start Date End Date Weekdays Sp Week: 10/22/12 10/28/121-	ots/Week Rate 1 \$10,000.00				
N 23 WISN 10/27/12 10/27/12 News Sa BADGE	R 6-630pm	:30	NM	0	\$0.00
Week: 10/22/12 10/28/121-	ots/Week Rate 1 \$1,500.00				
Spot Ch Date Range Description 1 W/SN 10/22/12-10/28/12 News Sa BADG	Start/End Time		Rate Type		
See MG 32.4	ER 6-630pm	Sa :30	<del>\$1,500.00</del> NM		
N 24 WISN 10/27/12 10/27/12 BIG 12 SPORTS	SAT BADGI630-7p, 6-630p	:30	NM	1 0	\$0.00
Immediately Preemptible without Notice	ots/Week <u>Rate</u> 1 \$800.00				Ψ0.00
Spot Ch Date Range Description  1 WISN 10/22/12-10/28/12 BIG 12 SPORTS See MG 32.4	Start/End Time S SAT BADGI630-7p, 6-630		<u>Rate Type</u> \$800.00 NM		
25 WISN 10/27/12 10/27/12 ABC Prime Colle	ge Footbal 7-1030p	:30	NM	1 1	\$1,500.00
Preemptible with Notice Start Date End Date Weekdays Sp. Week: 10/22/12 10/28/121-	ots/Week <u>Rate</u> 1 \$1,500.00				
26 WISN 10/29/12 10/31/12 News M-F 5a	5-6A	:30	NM	3	\$900.00
Week: 10/29/12 11/04/12 MTW	ots/Week Rate 3 \$300.00				
27 WISN 10/29/12 10/31/12 News M-F 6a	6-7A	:30	NM	3	\$2,250.00
Preemptible with Notice Start Date End Date Weekdays Specific Week: 10/29/12 11/04/12 MTW	ots/Week <u>Rate</u> 3 \$750.00				
28 WISN 10/29/12 10/31/12 Good Morning Ar	nerica 7-9a	:30	NM	6	\$5,100.00
Preemptible with Notice Start Date End Date Weekdays Specific Week: 10/29/12 11/04/12 MTW	ots/Week <u>Rate</u> 6 \$850.00				
29 WISN 10/29/12 10/31/12 News M-F 430a	430-5a	:30	NM	2	\$80.00
Preemptible with Notice Start Date End Date Weekdays Specific Week: 10/29/12 11/04/12 MTW	<u>ots/Week</u> <u>Rate</u> 2 \$40.00				

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Contract / Revision Alt Order# 966872 06389636 / 2

Contract Dates Product Estimate # 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058

Advertiser Original Date / Revision Obama/D/President 10/30/12 / 10/30/12

*Line Ch Start Date End Da	ate Description		Start/End Time	Days I	Spot		T 0		
30 WISN 10/29/12 10/31/1		FILY & MICH		Days L	ength Wee	k Rate	TypeS	·	Amount
Preemptible with Notice		LLLI WINION	ir (o-roam		.30		NM	3	\$1,050.00
<u>Start Date</u> <u>End Date</u> Week: 10/29/12 11/04/12	<u>Weekdays</u> MTW	Spots/Week 3	<u>Rate</u> \$350.00						
31 WISN 10/29/12 10/31/1	2 The View		10-11am		:30		NM	3	\$2,100.00
Preemptible with Notice							l		,-,,,,,,
Start Date End Date Week: 10/29/12 11/04/12	Weekdays MTW	Spots/Week 3	<u>Rate</u> \$700.00						
N 32 WISN 10/29/12 10/31/1			M-F 11A-12P		:30		NM	3	#2 000 no
Preemptible with Notice			, , , , , , , , , , , , , , , , , ,		.50		IAIAI	3	\$2,900.00
<u>Start Date</u> <u>End Date</u> Week: 10/29/12 11/04/12	Weekdays MTW	Spots/Week 3	<u>Rate</u> \$200.00						
Spot Ch Date Range	<u>Description</u>		Start/End Time	<u>Weekdays</u>	<u>Length</u>	Rate	<u>Туре</u>		
3 W/SN 10/29/12-11/04/ See MG 32.4	12 ANDERSON	COOPER	M-F 11A-12P	MTuW	:30	\$200.00	NM		
4 WISN 10/30/12-10/30/	12 HappyEnd/Ap	ot23	Tue 8-9p	-Tu	:30	\$2,500.00	ММ		
33 WISN 10/29/12 10/31/1	2 THE CHEW	71	12P-1P		:30		NM	3	\$900.00
Preemptible with Notice								ŭ	Ψ500.00
<u>Start Date</u> <u>End Date</u> Week: 10/29/12 11/04/12	Weekdays MTW	Spots/Week 3	<u>Rate</u> \$300.00				- 1		
34 WISN 10/29/12 10/31/1			1-2p		:30			•	
Preemptible with Notice	2 Ocholai 1103p	itai	1- <b>2</b> p		.30		NM	3	\$900.00
<u>Start Date</u> <u>End Date</u> Week: 10/29/12 11/04/12	Weekdays MTW	Spots/Week 3	<u>Rate</u> \$300.00						
35 WISN 10/29/12 10/31/1	2 KATIE COUR	IC	M-F 2-3P		:30		NM	3	\$900.00
Preemptible with Notice	187 1 1								
<u>Start Date</u> <u>End Date</u> Week: 10/29/12 11/04/12	<u>Weekdays</u> MTW	Spots/Week 3	<u>Rate</u> \$300.00						
36 WISN 10/29/12 10/31/12	2 3-4p	-	3-4p		:30		NM	3	\$1,500.00
Preemptible with Notice	· · · ·		- 1 <b>F</b>		.00		MINI	3	Ψ1,300.00
Start Date End Date		Spots/Week	Rate						
Week: 10/29/12 11/04/12	MTW	3	\$500.00						
37 WISN 10/29/12 10/31/12 Preemptible with Notice	2 DR. OZ		4P-5P		:30		MM	3	\$1,500.00
Start Date End Date	Weekdays	Spots/Week	<u>Rate</u>						
Week: 10/29/12 11/04/12	MTW	3	\$500.00						
38 WISN 10/29/12 10/31/12	News M-F 5p		5-530pm		:30		NM	3	\$2,400.00
Preemptible with Notice Start Date End Date	Weekdays :	Cn ata AMa ale	Data						
Week: 10/29/12 11/04/12	MTW	<u>Spots/Week</u> 3	<u>Rate</u> \$800.00						
39 WISN 10/29/12 10/31/12	News M-F 6p		6-630pm		:30		NM	3	\$3,600.00
Preemptible with Notice	·		·					-	<b>\$0,000.00</b>
<u>Start Date</u> <u>End Date</u> Week: 10/29/12 11/04/12	Weekdays MTW	Spots/Week 3	<u>Rate</u>				1		
40 WISN 10/29/12 10/31/12			\$1,200.00		.00				
Preemptible with Notice	2 Entertainment	ronight	630p-7pm		:30		NM	2	\$2,800.00
Start Date End Date	Weekdays S	Spots/Week	Rate						
Week: 10/29/12 11/04/12	MTW	2	\$1,400.00				]		

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Contract / Revision Alt Order# 966872 06389636 / 2 Contract Dates Product Estimate # 10/25/12 - 10/31/12 OBAMA 4 AMER \*SKED 2058

Advertiser Original Date / Revision 10/30/12 / 10/30/12 Obama/D/President

this of our Director		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type S	pots	Amount
Start Date End Date Weekdays Spots/Week	Rate				
41 WISN 10/29/12 10/31/12 Late News 10PM	10-1030p	:30	MM	2	\$3,600.00
Preemptible with Notice			1		
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 2	<del></del>				
	\$1,800.00	And the second s			
42 WISN 10/29/12 10/31/12 Late News 1030PM	1030p-11p	:30	MM	2	\$2,000.00
Preemptible with Notice	_				
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$1.000.00				
43 WISN 10/29/12 10/31/12 Nightline	11p-1130p / 12-128	:30	NM	2	\$1,200.00
Preemptible with Notice	<b>.</b> .				
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$600.00		l		
Total Total I Total I E Online	1130-1230a / 11P-	:30	MM	2	\$50.00
Immediately Preemptible without Notice Start Date End Date Weekdays Spots/Week	Data				
Week: 10/29/12 11/04/12 MTW 2	<u>Rate</u> \$25.00				
45 WISN 10/29/12 10/31/12 ET M-F		-00	* * * * *	_	
	1230a-1a	:30	NM	2	\$50.00
Immediately Preemptible without Notice Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/29/12 11/04/12 MTW 2	\$25.00				
46 WISN 10/30/12 10/31/12 DWTS Results Show	Tue 7-8p	:30	NM	1	\$6,000.00
Class of Time - Pre-emptible with notice	·			•	40,000.00
Start Date End Date Weekdays Spots/Week	<u>Rate</u>				
Week: 10/29/12 11/04/12 -T 1	\$6,000.00				

Totals 82 \$123,125.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/28/12	18	\$44,845.00	\$38,118.25
10/29/12 - 10/31/12	64	\$78,280.00	\$66,538.00
Totals	82	\$123,125.00	\$104,656.25

Signature:		Date:	

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# TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entify ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### 1. BILLING AND PAYMENTS

(a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.

(b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### 3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisty the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (f) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

#### 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

#### 5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

#### . AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and qualify standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

#### 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

#### 8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

#### GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b)	The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial
materials and other property furnish	hed by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in
connection with broadcasts except	after its prior approval.

- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]